JNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:

COSIMO MACERI et al

Examiner:

Not Assigned

Serial No.:

10/790,254

Group Unit:

1761

Filed:

March 1, 2004

For:

MEAT PRODUCT FOR FEEDING ANIMALS

CERTIFICATE OF MAILING UNDER 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to the COMMISSIONER OF PATENTS, P.O. Box 1450, Alexandria, VA 22313-1450 on September 16, 2004.

Lois A. Snure

(Name of Depositor)

PETITION PURSUANT TO 37 C.F.R. §1.47(a)

Mail Stop Petition Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

This petition is filed pursuant to the provisions of 37 C.F.R. §1.47(a) which provide that a single inventor may make application for patent in situations where a joint inventor cannot be found or reached after diligent effort. In relevant part, the provisions state that the oath or declaration may be signed by one inventor if accompanied by the instant petition setting forth proof of the pertinent facts together with the fee set forth in 37 C.F.R. §1.17(h) and the last known address of the non-signing inventor.

Applicants submit herewith a combined Declaration and Power of Attorney signed by inventor Reiner Hauf but lacking the signature of inventor Cosimo Maceri. Likewise, Applicants submit herewith an Assignment document conveying ownership of the invention to McDog Pet-Products, S.L. signed by inventor Reiner Hauf but lacking the signature of inventor Cosimo Maceri.

Reiner Hauf and Cosimo Maceri are the named inventors of the instant invention. The Assignee is McDog Pet-Products, S.L. Submitted herewith as Exhibit A is a "Completion of Deed of Sale and Purchase of Shares of the Company McDog Pet Products, S.L.", the original document in Spanish and a certified English translation thereof. The document indicates that inventor Reiner Hauf purchased the interest of inventor Cosimo Maceri in the assignee, McDog Pet Products, S.L. In further support of this conveyance, submitted herewith as Exhibit B is a Meeting between the subject inventors documenting that inventor Cosimo Maceri is released of all duties and liabilities in the assignee company, the original and Spanish together with a certified English translation thereof.

Submitted herewith as Exhibit C is a facsimile communication from inventor Reiner Hauf to inventor Cosimo Maceri dated May 19, 2004 seeking the requested signatures together with confirmation of transmission of the same. Again, the original documents are in Spanish with certified English translations thereof.

Submitted herewith as Exhibit D is a certified letter sent from inventor Reiner Hauf to inventor Cosimo Maceri on June 14, 2004 asking for his signature on the Assignment and combined Declaration and Power of Attorney documents. Again, the original documents are in Spanish with certified English translations thereof.

The last known address of the non-signing inventor, Cosimo Maceri, is

C/Belgica, No. 59-3° "B"

Parque Europa

28320 Pinto

Madrid

SPAIN

In view of the foregoing demonstrating the inventor's recalcitrance, and joint inventor's diligent efforts as securing appropriate signature, Applicants request acceptance of the combined Declaration and Power of Attorney and Assignment documents as responsive to the Notice of Missing Parts mailed on May 20, 2004.

FEES

Applicants submit herewith the petition fee pursuant to 37 C.F.R. §1.17(h). No additional fees are believed necessary in connection with the present submission; however, should this be in error, authorization is hereby given to charge Deposit Account No. 11-1153 for any underpayment or to credit any overage.

CONCLUSION

Acceptance of the petition is hereby requested, and grant of the petitioned relief is hereby sought.

Respectfully submitted,

J. David Smith, Esq.

Reg. No. 39,839

Attorney For Applicants

KLAUBER & JACKSON 411 Hackensack Avenue Hackensack, New Jersey 07601 (201) 487-5800



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EP71/04

CUMPLIMIENTO DE CONDICION SUSPENSIVA Y CONSUMACIÓN DE COMPRAVENTA DE PARTICIPACIONES DE LA SOCIEDAD MC DOG PET PRODUCTS, S.L

NUMERO CIENTO NOVENTA. ---
En Fuenlabrada, mi residencia, a veintitres de enero de dos mil cuatro. ----
Ante mí, ADOLFO PRIES PICARDO, Notario del Ilustre Colegio de Madrid. -----

COMPARECEN

De una parte: DON COSIMO MACERI, de nacionalidad italiana, mayor de edad, soltero, vecino de MADRID, domiciliado en C/RIOJA, N°3,2° Prta.A. Tiene Tarjeta-Extranjero de residente número X2238191-S, hoy caducada habiéndose solicitado su renovación con fecha 10 de noviembre de dos mil tres.

Y, de otra parte: DON REINER HAUF, de nacionalidad Alemana, mayor de edad, soltero,

vecino de MADRID, domiciliado en C/ MONTESA, N°27. Tiene Tarjeta-Extranjero de residente número X2437580-V, hoy caducada, habiéndose solicitado su renovación. Me exhibe su pasaporte de Alemania número 4000787567 con vencimiento el día 12 de agosto de dos mil seis, por el que le identifico. -

Los identifico por sus tarjeta de residente Pasaporte, respectivamente y resultan sus circunstancias personales de lo manifestado por ellos. -----

Intervienen en su nombre y por su derecho. --
Los juzgo con la capacidad legal precisa para
otorgar la presente escritura de cumplimiento de
condición suspensiva y consumación de compraventa
de participaciones, a cuyo efecto, ------

EXPONEN

I.- Que mediante escritura de fecha 7 de noviembre de dos mil tres autorizada por el notario de Madrid don Luis de la Fuente O'Connor, número tres mil ciento ocho de orden de su protocolo, DON COSIMO MACERI procedió a vender a DON REINER HAUF sus 8.000 participaciones sociales de la sociedad MC DOG PET PRODUCTS, S.L, bajo la condición



suspensiva prevista en la estipulación segunda de dicha escritura que consistía en el cumplimiento de la obligación asumida por DON REINER HAUF de liberar dentro del plazo de los treinta días siguientes a la firma de la mencionada escritura a DON COSIMO MACERI de los avales prestados por éste último en garantía de las obligaciones asumidas por MC DOG PET PRODUCTS, S.L en virtud de los contratos que em dicha estipulación se relacionan.

- II.- Que el plazo fijado para el cumplimiento de la condición suspensiva citada en el expositivo I anterior fue ampliado, mediante escritura de modificación autorizada por el notario de Madrid, don Enrique Tevar del Olmo, bajo el número 583 de orden de protocolo, el día cinco de Diciembre de 2003.
- III.- Que DON REINER HAUF manifiesta que a fecha de hoy DON COSIMO MACERI ha sido liberado, con el consentimiento expreso de los acreedores, de todos y cada uno de los avales prestados por el mismo en

garantía de las obligaciones asumidas por MC DOG PET PRODUCTS, S.L, en virtud de los contratos relacionados en la estipulación segunda de la mencionada escritura de compraventa.

IV.- Por lo que en virtud de lo anteriormente expuesto ambas partes han convenido en otorgar la presente escritura de cumplimiento de condición suspensiva y consumación de la compraventa de participaciones indicada en el expositivo II de la presente, con sujeción a las siguientes, ------

ESTIPULACIONES

PRIMERA: Los comparecientes dan por cumplida la condición suspensiva establecida en la estipulación segunda de la mencionada escritura de compraventa otorgada por ambas partes ante el reseñado notario de Madrid, Sr. De la Fuente O'Connor y modificada por otra de fecha cinco de diciembre autorizada por el notario de Madrid don Enrique Tevar del Olmo. -----

SEGUNDA: Con el cumplimiento de la referida condición suspensiva, queda perfeccionada y consumada la compraventa a favor de DON REINER HAUF de las ocho mil participaciones sociales, indicadas en el expositivo de la presente escritura y



numeradas correlativamente de la 1 a la 250, de la 501 a la 3.250 y de la 6.001 a la 11.000, todas inclusive, de SEKS EUROS CON UN CÉNTIMO (6,01) de valor nominal cada una de ellas, integramente suscritas y desembolsadas y que representan un cincuenta por ciento del capital social de la compañía española IMC DOG PET PRODUCTS, S.L.

TERCERA: GASTOS: Cuantos gastos e impuestos se deriven del presente otorgamiento, serán satisfechos por DON REINER HAUF.

CUARTA: SOLICITUD FISCAL: La parte compradora solicita de la Oficina Liquidadora competente que se declare la exención fiscal correspondiente a esta transmisión al no estar incluida la misma en ninguno de los surpuestos de tributación previstos. por el artículo 17 del Real Decreto 828/1995 de 29 de Mayo por el que se aprobó el Reglamento del Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados, haciendo constar a esos efectos:

- 1) que las participaciones sociales objeto de esta escritura no fueron recibidas por la parte vendedora por consecuencia de aportaciones inmobiliarias a la sociedad. -----
- 2) y que el activo de la mercantil cuyas participaciones han sido objeto de esta escritura no está constituido por bienes inmuebles en un porcentaje que represente su cincuenta por ciento, lo que acreditarán allí donde les sea exigido. ----

-----OTORGAMIENTO Y AUTORIZACION -----

Así lo dicen y otorgan los comparecientes, a quienes instruyo verbalmente sobre el contenido y efectos de esta escritura y, por su elección, permito su lectura, manifestando entonces que la han leído íntegramente antes de este acto, aprobándola y firmándola después de hacerles las reservas y advertencias legales y fiscales pertinentes, especialmente:

* las de índole fiscal relativas a las disposiciones del artículo 108 de la Ley 24/1.988 de 28 de Julio del Mercado de Valores y 17 del Real Decreto 828/1995 de 29 de Mayo por el que se aprobó el Reglamento del Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados, -----



* la del párrafo 2 del artículo 26 de la Ley de Sociedades de Responsabilidad Limitada, conforme al cual el adquirente de participaciones sociales no podrá ejercer los derechos de socio frente a la sociedad hasta que ésta tenga conocimiento de la presente transmisión. ------

Notarial Seal of NOTARY MR. ALDOLFO PRÍES PICARDO FUENLABRADA

A SIMPLE COPY (consisting in seven pages in total)

EP71/04

FULFILMENT OF CONDITION PRECEDENT AND COMPLETION OF DEED OF SALE AND PURCHASE OF SHARES OF THE COMPANY MC DOG PET PRODUCTS, S.L.

NUMBER ONE HUNDRED AND NINETY.

In Fuenlabrada, my residence, on January twenty three of the year two thousand four.

Before me, ADOLFO PRIES PICARDO, Notary and Member of the Notaries' Bar of Madrid.

APPEAR

On one part: Mr. COSIMO MACERI, of the Italian nationality, adult, single, resident in Madrid, domiciled in c/ RIOJA, N° 3, 2°, Door A. Bearer of the Foreign Resident Identification Card number X2238191-S, expired at present and its renewal was applied for on the 10th November of the year two thousand thee.

And, on the other part: Mr. REINER HAUF, of German nationality, adult, single, resident in Madrid, domiciled in c/ MONTESA, N° 27. Bearer of the Foreign Resident Identification Card number X2437580-V, expired at present and its renewal has been applied for. He exhibits to me his German passport number 4000787567 with the expiry date on the 12th August of the year two thousand six, by means of which I identify him.-

I identify them through the resident identification card and the Passport, respectively, and their personal circumstances coincide with what they have set forth.

They intervene in their proper name and on his own behalf.

I consider they have sufficient legal capacity to execute the present deed of fulfilment of condition precedent and completion of deed of sale and purchase of shares, to which effect they

EXPOSE

- I.- That by means of the deed dated the 7th day of November of the year two thousand three authorized by the Notary of Madrid, Mr. Luis de la Fuente O'Connor, his protocol order number three thousand one hundred and eight, Mr. COSIMO MACERI proceeded to sell to Mr. REINER HAUF his 8.000 shares of the company MC DOG PET PRODUCTS, S.L., under the condition precedent foreseen in the second stipulation of the said deed that consisted in the fulfilment of the commitment accepted by Mr. REINER HAUF to release Mr. COSIMO MACERI within the term of thirty days following the date of the mentioned deed from the obligation imposed by the endorsements granted by the latter one as a guarantee of the commitments assumed by MC DOG PET PRODUCTS, S.L. in virtue of the contracts specified in the said stipulation.
- II.- That the term established for the fulfilment of the condition precedent quoted in the point I, was extended by means of a deed of modification authorized by the notary of Madrid, Mr. Enrique Tevar del Olmo, under the number 583 of the protocol order, on the fifth day of December of the year 2003.
- III.- That Mr. REINER HAUF declares that Mr. COSIMO MACERI has been released, with the express consent of the creditor, from all the bails given by himself as a guarantee of all the commitments accepted by MC DOG PET PRODUCTS, S.L. in virtue of the contracts specified in the second stipulation of the mentioned deed of sale and purchase.
- IV.- In virtue of all the above exposed facts, both parties have agreed to execute the present deed of fulfilment of the condition precedent and the completion of

deed of sale and purchase of the shares indicated in the point II of the present

STIPULATIONS

FIRST: The appearers declare as fulfilled the condition precedent established in the second stipulation of the mentioned deed of sale and purchase granted by both parties before the mentioned notary of Madrid, Mr. De la Fuente O'Connor and modified by another one dated the fifth of December authorized by the notary of Madrid Mr. Enrique Tevar del Olmo.

SECOND: The fulfilment of the referred condition precedent converts into completed the deed of sale and purchase in favour of Mr. REINER HAUF of the eight thousand of shares specified in the descriptive part of the present deed and numbered correlatively from 1 to 250, from 501 to 3.250 and from 6.001 to 11.000, all inclusive, of SIX EUROS AND ONE CENT (6,01) of nominal value each one of them, totally subscribed and paid-in and that represent fifty per cent of the capital share of the Spanish company MC DOG PET PRODUCTS, S.L.

THIRD: EXPENSES: All the expenses and taxes derived from the execution of the present deed will be satisfied by Mr. REINER HAUF.

FOURTH: FISCAL REQUIREMENT: The buying party requests the competent tax settlement office to declare the fiscal exemption corresponding to this transfer as it is not included in any of the cases of taxation foreseen in the article 17 of the Royal Decree 828/1995 of May 29, by means of which the Regulation of Tax on Capital Transfers and Documented Legal Acts had been approved, declaring for these purposes:

- 1. that the shares, object of this deed, were not received by the selling party as a consequence of real estate contribution to the company.
- 2. and that the assets of the trade company whose shares have been object of this deed are not constituted by real estate property in a percentage representing its fifty per cent, what they shall prove wherever they will be required to do so.

GRANT AND AUTHORIZATION

The foregoing is what the appearers say and grant and who are instructed by me verbally with respect to the content and effects of this deed and, by means of their choice, I allow them to read the same, declaring afterwards that they have read it in full before this act, approve it and sign it subsequently, after having made the corresponding legal and fiscal reserves and warnings, specially:

* those of the fiscal nature relative to the stipulations of the article 108 of the Law 24/1.988 of July 28 of the Stock Market and 17 of the Royal Decree 828/1995 of May 29 by means of which the Regulation of Tax on Capital Transfers and Documented Legal Acts had been approved,

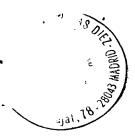
* that of the paragraph 2 of the article 26 of the Law of the Limited Liability Companies in accordance with which the acquirer of the shares will not be able to execute the rights of a partner with respect to the company until this company is officially informed of the present transfer.

I, the Notary, confirm the full content of this deed executed in the present folio of the stamp – impressed paper for the exclusive use of notarial documents and the following correlative three folios.

THE ABOVE TEXT IS FOLLOWED BY THE SIGNATURES OF THE APPEARING GENTLEMEN.

SIGN, SIGNATURE, FLOURISH AND SEAL OF THE AUTHORIZING NOTARY.

BASE: -- Nº OF TARIFF: 1,4 DUTIES: 110,94



On the original pages nos 1, 3, 5 and 7, in the top right hand side corner, there is a round seal with the following text: NOTARY MR. ALDOLFO PRÍES PICARDO FUENLABRADA



CERTIFICACION

Don José Joaquín Latas Diez, interprete jurado de lengua inglesa, certifica que la que antecede es traducción fiel y completa a lengua inglesa de un documento redactado en castellano.

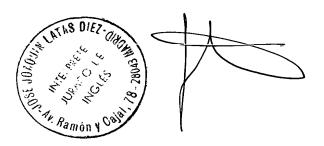
En Madrid, a 7 September 2004

CERTIFICATION

Mr. José Joaquín Latas Díez, sworn translator of the English language certifies, that the preceding translation is a true and complete version into English of a document written in Spanish.

Madrid, on the 7 September 2004

José Joaquín Latas Díez



En Fuenlabrada (Madrid), a 23 de enero de 2004.

REUNIDOS

<u>DE UNA PARTE</u>.- D. REINER HAUF, mayor de edad, soltero, de nacionalidad alemana y residente en España, con domicilio en Madrid, calle Montesa 27, y con N.I.E. X-2437580-V,

Y DE OTRA.- D. COSIMO MACERI, mayor de edad, soltero, de nacionalidad italiana y residente en España, con domicilio en Madrid, calle Rioja nº 3, 2º A, y con N.I.E. X-2238191-S.

INTERVIENEN

El primero en su propio nombre y derecho y, además, en su condición de Administrador, en nombre y representación de las Sociedades MC DOG PET PRODUCTS, S.L., Sociedades domiciliadas ambas en Fuenlabrada, calle León (Pol.) 11 y calle León (Pol.) 5, respectivamente y con N.I.F. B-81593634 y N.I.F. B-82826256, respectivamente.

Y el segundo y último en su propio nombre y derecho.

Las partes se reconocen mutua y recíprocamente las capacidades jurídica y de obrar necesarias en derecho para otorgar el presenite documento, y, al efecto,

EXPONEN

PRIMERO.- Que D. COSIMO MACERI ha administrador de las Sociedades MC DOG PET PRODUCTS, S.L. y DOGTEC PET PRODUCTS, S.L. hasta el día de hoy fecha en que ha presentado su dimisión.

SEGUNDO.- Que D. COSIMO MACERI ha transmitido sus participaciones sociales de ambas Sociedades a D. REINER HAUF en virtual

Les of

de contratos de compraventa de participaciones sociales cuya plena efectividad estaba pendiente del pleno cumplimiento de la condición suspensiva consistente en la liberación por parte de D. REINER HAUF de una serie de avales personales prestados por D. COSIMO MACERI en garantía de diversas obligaciones de pago asumidas por las referidas Sociedades.

<u>TERCERO.-</u> Que con esta misma fecha ambas partes han otorgado sendas escrituras de cumplimiento de la referida condición suspensiva y de perfeccionamiento de las compraventas de participaciones sociales de las Sociedades MC DOG PET PRODUCTS, S.L., DOGTEC PET PRODUCTS, S.L.

<u>CUARTO.</u>- Que es intención de ambas partes declarar en el presente acto que las Sociedades MC DOG PET PRODUCTS S. L. y DOGTEC PET PRODUCTS S.L. no adeudan a D. COSIMO MACERI ninguna cantidad por ningún concepto, y que éste, a su vez, no adeuda a dichas Sociedades ninguna cantidad por ningún concepto, por lo que lo llevan a efecto en base a las siguientes:

ESTIPULACIONES

PRIMERA.- D. COSIMO MACERI declara en este acto, con la firma del presente documento, que las sociedades MC DOG PET PRODUCTS S. L. y DOGTEC PET PRODUCTS S.L. a la fecha de la firma del presente documento, no adeudan ninguna cantidad de dinero ni tienen con él ninguna cantidad pendiente de pago.

Por su parte, D. REINER HAUF, en nombre y representación de MC DOG PET PRODUCTS S. L. y DOGTEC PET PRODUCTS S.L., declara en este acto, con la firma del presente documento, que D. COSIMO MACERI a la fecha de la firma del presente documento, no adeuda ninguna cantidad de dinero ni tienen con las referidas Sociedades ninguna cantidad pendiente de pago.

pay

SEGUNDA.- Asimismo, las partes se comprometen en este acto a nada más pedirse ni reclamarse mutua y recíprocamente por ningún concepto.

TERCERA.- D. REINER HAUF, en su condición de único socio y Administrador de MC DOG PET PRODUCTS, S.L. y DOGTEC PET PRODUCTS, S.L. aprueba la gestión realizada por D. COSIMO MACERI como Administrador Solidario de ambas Sociedades hasta la fecha de su dimisión, ratificando todos y cada uno de los actos realizados hasta dicha fecha por dicho Sr. en representación de las referidas Sociedades, y en especial la firma de la Póliza de Cuenta de Crédito suscrita con el Banco Popular el pasado día 20 de enero de 2004, por importe de 50.000 €.

<u>CUARTA</u>.- En lo previsto en el presente contrato, será de aplicación la legislación civil y mercantil sobre la materia.

QUINTA.- En caso de discrepancia sobre la interpretación y la aplicación del presente documento, ambas partes, con renuncia expresa al fuero proipio, se someten a la jurisdicción de los Juzgados y Tribunales de Madrid.

Y, en prueba de conformidad, lo firman ambas partes, por duplicado, en la fecha y lugar del encabezamiento.

COSIMO MACERI.

REINER HAUF



In Fuenlabrada (Madrid), on the 23rd January 2004.

MEETING

ON ONE PART.- Mr. REINER HAUF, adult, single, of German nationality and resident in Spain, domiciled in Madrid, calle Montesa 27, bearer of Foreigner Identification Document Number X-2437580-V,

AND ON THE OTHER PART. - Mr. COSIMO MACERI, adult, single, of Italian nationality and resident in Spain, domiciled in Madrid, calle Rioja nº 3, 2º A, bearer of Foreigner Identification Document Number X-2238191-S.

THEY INTERVENE

The first one in his proper name and right and, moreover, in his capacity of Administrator, on behalf of an in representation of the Companies MC DOG PET PRODUCTS, S.L. and DOGTEC PET PRODUCTS, S.L., both companies domiciled in Fuenlabrada, calle León (Pol.) 11 and calle León (Pol.) 5, respectively, and having the Fiscal Identification Number B-81593634 and the Fiscal Identification Number B-82826256, respectively.

And the second one in his proper name and on his own behalf.

The parts recognize the necessary mutual and reciprocal capacity to act in accordance with the law in force to execute the present document and, to this effect,

THEY EXPOSE

FIRST.- That Mr. COSIMO MACERI has occupied the post of Administrator of the Companies MC DOG PET PRODUCTS, S.L. and DOGTEC PET PRODUCTS, S.L. until today when he has presented his resignation.

SECOND.- That Mr. COSIMO MACERI has transmitted his shares of both Companies to Mr. REINER HAUF in virtue of the deed of sale and purchase of the shares, the full effectiveness of which was pending the complete fulfilment of the condition precedent consisting in the payment in full by Mr. REINER HAUF of a series of private endorsements granted by Mr. COSIMO MACERI as a guarantee of various commitments of payment assumed by the referred Companies.

<u>THIRD.</u>- That on the same date both parties have executed rightful deeds of fulfilment of the mentioned condition precedent and of the enforcement of the deeds of sale and purchase of the shares of the Companies MC DOG PET PRODUCTS, S.L., DOGTEC PET PRODUCTS, S.L.

<u>FOURTH</u>.- That the intention of both parts is to declare by means of the present act that the Companies MC DOG PET PRODUCTS S.L. and DOGTEC PET PRODUCTS S.L. do not owe to Mr. COSIMO MACERI any quantity in no respect whatsoever, and that he, in turn, does not owe to the said Companies any amount for any known reason, due to what they enforce the present act on the basis of the following

STIPULATIONS

FIRST.- Mr. COSIMO MACERI declares during this act and by means of signing the present document that the companies MC DOG PET PRODUCTS S.L. and DOGTEC PET PRODUCTS S.L., at the date of signing the present document, do not owe him any amount of money nor have they any amount pending the settlement with him.

On his part, Mr. REINER HAUF, on behalf and in representation of MC DOG PET PRODUCTS S.L. and DOGTEC PET PRODUCTS S.L. declares during this act by means of signing the present document, that Mr. COSIMO MACERI at the date of

signing the present document, does not owe any amount of money nor has he any

SECOND.- Both parties accept during this act to commit themselves not to ask or claim anything from each other in virtue of any concept.

THIRD.- Mr. REINER HAUF in his capacity of the only partner and Administrator of MC DOG PET PRODUCTS, S.L. and DOGTEC PET PRODUCTS, S.L. approves the activities carried on by Mr. COSIMO MACERI as a Joint and Several Administrator of both Companies until the date of his resignation, ratifying all and each one of the acts carried out until the said date by the mentioned gentleman in representation of the said Companies and specially the signing of the Policy of the Credit Account subscribed with the Banco Popular on January 20, 2004, for the amount to € 50.000.

<u>FOURTH.</u>- With reference to the present contract stipulations, the civil and trade legislation on the relative matter will be applicable.

<u>FIFTH.</u>- In case of discrepancy on the interpretation and the application of the present document, both parties, with express renunciation of their proper territorial forum, will be subject the jurisdiction of the Courts of Justice and Tribunals of Madrid.

In witness thereof both parties sign the present document in duplicate on the date and in the place mentioned in the heading.

COSIMO MACERI.

REINER HAUF.

(illegible signature)

(illegible signature)

Each one of the three original pages is signed by both involved gentlemen.

CERTIFICACION

Don José Joaquín Latas Diez, interprete jurado de lengua inglesa, certifica que la que antecede es traducción fiel y completa a lengua inglesa de un documento redactado en castellano.

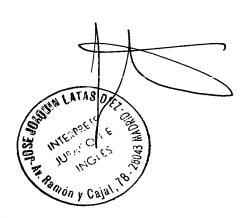
En Madrid, a 7 September 2004

CERTIFICATION

Mr. José Joaquín Latas Díez, sworn translator of the English language certifies, that the preceding translation is a true and complete version into English of a document written in Spanish.

Madrid, on the 7 September 2004

José Joaquín Latas Díez



FAX - MESSAGE

McDog Pet-Products S.L. Calle Leon 11, Poligono Cobo Calleja, 28947 Fuenlabrada/Madrid, SPAIN

Fax: 0034/91 6421302, Tel: 0034/91 6420418

Date: 19 – Mayo - 2004		Pages: 8	
From	Reiner Hauf		
To			
Attn	D. Cosimo Maceri		
Fax Nº	91-692-58-78		

Hola Mino:

Siento molestarte, pero sin otro remedio, tengo que solicitarte tu cooperación a la comunicación recibida de "Ungria Patentes y Marcas" (adjunto te acompaño dicha comunicación). Todo ello, para la solicitud de registro de patente en Estados Unidos, en el que como consta en el párrafo cuarto (que dejo enmarcadio del comunicado), es imprescindible la obligatoriedad de todas las personas relacionadas en dicha solicitud instada a nombre de la sociedad "Mcdog Pet Products., S.L.", conforme a la Ley estadounidense, y como consta en dicho registro, tu en su momento formastes parte integrante en la invención de la pattente, como consta en la solicitud de origen.

Por ello, te adjunto los dos documentos de registro "Power of attornæy" y "Assigment", que tenemos que firmar los intervinientes y que constamos en la solicitud inicial, para que una vez leidos por tu parte, y si no tienes inconveniente, firmes los mismos. Si has procedido, de esta forma, te agradecería me indicases, cuando te puedo remitir un mensajero, para llevarte los originales y firmar los mismos a la dirección que tu me indiques. Si por contra, te negases a tu cooperación, igualmente te agradezco la atención prestada.

Recibe un saludo,

Fdo. Reiner Hamf

INFORME CONFIRMACION MENSAJE



FECHA: 19-MAY-2004 17:17

NOMBRE:

TELEFONO : 1053916925878

PAGINAS : 9

HORA INICIO : 19-05 17:11

TIEMPO GASTADO: 05'52"

MODO : G3 RESULTADOS : OK

VEL. MODEM : 9600 BPS



FAX - MESSAGE

McDog Pet-Products S.L. Calle Leon 11, Poligono Cobo Calleja, 28947 Fuenlabrada / Madrid SPAIN

Fax: 0034/91 6421302, Tel: 0034/91 6420418

Fecha: May 19, 2004.	Pages: 8
From	Reiner Hauf
То	
Attn.	D. Cosimo Maceri
Fax Nº	91-692-58-78

Dear Mino.

I am sorry to have to bother you but as there is no other way out, I have to ask you to cooperate with me regarding the message received from "Ungria Patentes y Marcas" (I enclose the said message). All this is in relation with the registration of the patent in the United States for what, as it is set forth in paragraph four (of the message which I outline in the text) it is essential that all the people involved in the patent application filed in the name of the company "Mcdog Pet Products, S.L., according to the Law of the United States, fulfil their obligations, and in its registration figures that you at that time were a member part of the invention of the patent, according to the original application.

Therefore, I am sending you enclosed the registration documents "Power of attorney" and "Assignment" that we, the intervening parties figuring in the initial application, have to sign, asking you to sign them, if there are no objections from your side, after having read these documents. If you have proceeded in this way, I would be grateful if you let me-know when I may send you a courier to the address that you will indicate in order to deliver you the originals enabling you to sign them. If, on the contrary, you refused to cooperate, all the same, I thank you for your attention.

Best regards,

(illegible signature) signed by Reiner Hauf.



(back side of the same page)

REPORT CONFIRMATION OF THE MESSAGE

DATE:

MAY 19 2004

17:17

NAME: TEL.:

TELEPHONE

1053916925878

PAGES

q

START TIME

19-05 17:11

USED TIME MODE 05'52"

RESULTS

G3 OK

MODEM SPEED

9600 BPS

(At the bottom of the same page:)

Signed: Reiner Hauf



CERTIFICACION

Don José Joaquín Latas Diez, interprete jurado de lengua inglesa, certifica que la que antecede es traducción fiel y completa a lengua inglesa de un documento redactado en castellano.

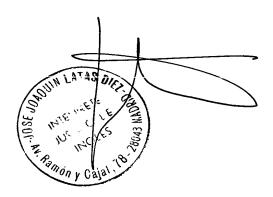
En Madrid, a 7 September 2004

CERTIFICATION

Mr. José Joaquín Latas Díez, sworn translator of the English language certifies, that the preceding translation is a true and complete version into English of a document written in Spanish.

Madrid, on the 7 September 2004

José Joaquín Latas Díez





Fuenlabrada, 14 de junio de 2.004

D. COSIMO MACERI C/ Bélgica, nº 59 – 3º "B" Parque Europa 28320 Pinto Madrid

Estimado Mino:

El motivo del presente, no es otro que el de reiterarte tu colaboración y cooperación al asunto que por fax te adelante el pasado 19 de Mayo del presente año, y que no es otro que el de cumplimentar un requisito básico en el expediente de "Ungria Patentes y Marcas", para la inscripción en el territorio estadounidense de la patente solicitada en su momento a nombre de "Mcdog Pet Products., S.L." (todo ello conforme establece la Ley de E.E.U.U.), y que no es otra, que el mero motivo de la firma de los intervinientes en la solicitud de origen. Por ello, te adjunto los documentos "Power of attorney" y "Assigment", para que si no tienes inconveniente, nos lo devuelvas debidamente firmado.

A la espera de tus prontas noticias, me pongo a tu disposición para recogerte los documentos de la forma que creas más conveniente, de tal forma que no te ocasione un trastorno.

Atentamente,

Fdo. Remer Haut

Mc DOG PET PRODUCTS, S.L. CL León, 11 (P. I. Cobo Calleja) 28947 Fuenlabrada <u>Madrid</u>

CADICADO

BEST AVAILABLE COPY ESPACIO PARA CÓDIGO DE BARRAS CORREOS V TELÉGRAFOS, S.A. VÍA DUBLÍN, 7. C.P. 28042 MADRID REG. MERCANTIL 1 3.665 Libto O Folio 20 Secc. 8 Hoja M284323 inscrip. 1 . C.L.F. AB305241 7 Correos y Telégrafos CD00182505023 CIF:A83052407 OFICINA: 2898011 - PARLA Σ MADRID Ш Carta Certificada ☐Paquete Postal ☐ Paquete Azul ☐ Impreso ☐ Paquete Azul \simeq Fecha: 15/06/2004 Urgente s Peso: 55 gr. Aviso de Recibo Hora:15:41 Importe: 2,47 € Sello de fechas o validación mecánica

INFORMACIÓN 902 197 197

INTERNET www.correos.es



Fueniabrada, June 14, 2004.

Mr. COSIMO MECERI C/ Bélgica, nº 59 – 3º "B" Parque Europa 28320 Pinto Madrid

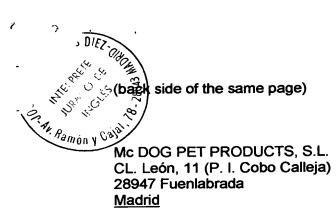
Dear Mino,

I am writing to you to ask you again to cooperate with us regarding the matter that I have anticipated to you already by fax on May 19, past, and this cooperation consists only in fulfilling with the basic requirement of the file of "Ungría Patentes y Marcas", for the recordal in the territory of the United States of the patent applied for in due time in the name of "Mcdog Pet Products, S.L. (all this according to the stipulations of the Law of the U.S.A.) and this requirement is only the signature of all the people involved in the original application. Due to the above, I am sending you enclosed the documents "Power of attorney" and "Assignment" to enable you, if there in no objection on your part, to return them to us duly signed.

Looking forward to receiving your prompt news, I remain at your disposal to pick up the documents in the way that will result most convenient to you in order to avoid causing you any trouble.

Sincerely yours,

(illegible signature) signed by Reiner Hauf.

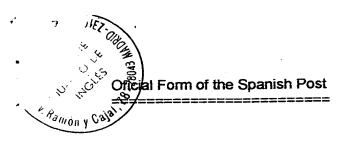


Handwritten:

S / 18 (absent)

17.06.04

stamped: OVERDUE



(vertical on the left hand side)

BLOCFORMS, S.A. 02

STATE COMPANY CORREOS Y TELÉGRAFORS, S.A. VÍA DUBLÍN, 7 C.P. 28042 MADRID, TRADE REGISTRY OF MADRID Volume 16.665 Book o Folio 20 Section 8 Page M 284323 Inscription 1 Fiscal Identification Code A83052407

Post Office

and Telegraph

CD00182505023

Space reserved for the bar code

Fiscal Identification Code: A83052407 OFFICE 2898011 - PARLA

THE SENDER

McDOG PET PRODUCTS, S.L.

Fiscal Identification Number B81596334

THE ADDRESSEE

Mr. COSIMO MACERI

C/ Bélgica nº 59

Place: PINTO

Postal Code: 28320

Province: MADRID

fioor

Country: SPAIN

Certified letter
Date: 15.06.2004
Weight: 55 grs.
Hour: 15.41
Amount: € 2,47

(vertical on the right hand side)

THE SENDER

CERTIFICACION

Don José Joaquín Latas Diez, interprete jurado de lengua inglesa, certifica que la que antecede es traducción fiel y completa a lengua inglesa de un documento redactado en castellano.

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Madrid, on the 7 September 2004

José Joaquín Latas Díez

Tomon y Cajal o